

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARBERT MEZZANINE PARTNERS II SBIC, L.P.		08/22/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Tierra Verde Resources, Inc.		
Street Address:	550 South Hope Street, Suite 1675		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2332184	VALUE THAT GROWS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058728-0013		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	08/24/2017		
Total Attachments: 3			
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source=Harbert_-_Terracare_-_IP_Termination_and_Release_of_Se - Tierra Verra#page2.tif			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 22, 2017 ("Release"), is made by **HARBERT MEZZANINE PARTNERS II SBIC, L.P.**, a Delaware limited partnership, as Collateral Agent ("Collateral Agent") in favor of **TIERRA VERDE RESOURCES, INC.**, a California corporation ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of May 15, 2009 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Collateral Agent, each Grantor granted, pledged and assigned to the Collateral Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all trademark licenses, trademarks, goodwill in the foregoing, and to the extent not otherwise included, all Accessions and all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Intellectual Property dated as of May 15, 2009 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on June 3, 2016 at Reel 5806 Frame 0617.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

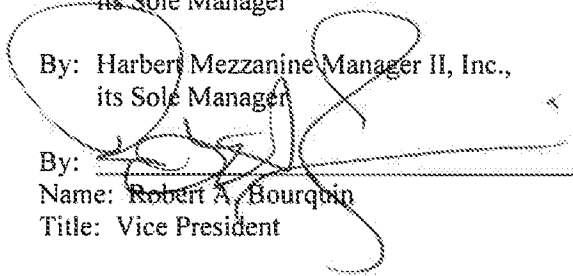
Collateral Agent:

HARBERT MEZZANINE PARTNERS II SBIC, L.P.

By: HMP II SBIC GP, LLC,
its General Partner

By: Harbert Mezzanine Partners II GP, LLC,
its Sole Manager

By: Harbert Mezzanine Manager II, Inc.,
its Sole Manager

By: 
Name: Robert A. Bourquin
Title: Vice President

Schedule A

**Tierra Verde Resources, Inc.
(California Corporation)**

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
VALUE THAT GROWS	2332184	03/21/00